UNOFFICIAL COPY

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TRUS	EED (Illinois) Note Form 1448	1977 . HIN 28	N 666		RECORDER OF D	EEDS
(Monthly paymen	EED (Illinois) Note Form 1448 ts including interest)	JUN-28	73 647276	22 378 47	3 county in	Mico :
	*			' 22378473 u A	- Rec	5.0
THIS INDENTURE,	madeJune 21	· ·	The Above Space	For Recorder's Use Only	+ I, **	0
	rueger, his wi	fe	, between _ Rev. Day	rid K. Krueger an	d Marion	
herein referred to as termed "Installment &	Trustee," witnesseth:	Illinois Banking	Corporation	herein referred	to as "Mortgagors," a	nd
and detter	ole. Of even date he	That, Whereas Mortgagors rewith, executed by Mortg	agors, made payable to	te legal holder of a prid Bearer	ncipal promissory no	te,
and denvered, in and b	y which note Mortgage and 94/100	ors promise to pay the prin	cipal sum of Three I	housand Eight v		
to be payable in inera	Ilmania - e ii	the to time unpaid at the	rate ofO	- Jun	e-21, 197 3	_
the 25th		17-La, andOne H	undand co		Dolla	re
	and every mone	in increatior until said note	in dulling		Dolla	
7	astituting principal, to	the extent not paid when	paid principal balance an	the remainder to princip	indebtedness evidence	đ
t the election of the less	such other place as th	the extent not paid when yments being made payable the legal holder of the note m without notice, the principal	at Devon Bank, 60	45 N. Western Av	thereof, at the rate of	i.
r interest in accor inc	ayable, at the place of with the terms thereof	yments being made payable to legal holder of the note m without notice, the principal payment aforesaid, in case d or in case default shall occ election may be made at any payment, notice of dishon the said principal su of this Trust Deed, and the	sum remaining unpaid the efault shall occur in the pr	writing appoint, which not con, together with accrue	te further provides the	~⊥⊥. it li
arties thereto severally	end (in which event e	election may be made at any r payment, notice of dishon	ur and continue for three time after the expiration or, protest and	days in the performance of said three days, withou	installment of principa of any other agreement it notice)	al - it
mitations of the above lortgagors to be perfo	r entimed note and	r payment, notice of dishon ent of the said principal su of this Trust Deed, and finisideration of the sum of WARRANT unto the Trust therein, situate, lying and the COUNTY OF C	m of money and interest	otest. in accordance with the	terms, provisions	
origagors by these pre	sents CONVEY and V	WARRANT unto the Truste therein, situate luine	One Dollar in hand paid te, its or his successors a	the receipt whereof is	rein contained, by the hereby acknowledged	•
Lot 29 and	30 in le t 3	COUNTY OFCO	ok	AND STATE C	described Real Estate	
Addition to	Rogers P rk b	peing a Subdivisio	r and Company's	2nd McCormick Box	ulevard	
according	o the plat re	orded August 14,	Range 13 East of	est quarter of the the Third Princi	ne South West	
					-box merinian	
rrimois			1923 as Document	-865259 in Cook	County	•
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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep and premises in good condition and repair, without waste: (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed: (3) keep said premises tree from mechanics llens or lelens in for lien not expressly subordinated to the lien hereoft; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereoft, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the not: (3) competition a reasonable time any building or buildings now or at any time in process of crection upon said premises: (6) compily with all requirements of law or municipal ordinances with respect to the premises and the use thereoft; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors shall not helper again and the properties of the note.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special axessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefore. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay in full under protest, in the manner provided by

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the index note insurance policies payable, in case of loss or damage, to Trustee for the henefit of the holders of the note, such rights to be extended by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies including additional on renewal policies to holders of the note, and in case of insurance about to expire, shall deliver renewal policies including additional on respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may; but need not make full or partial payments of principal or interest on or neumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem mere y tax also or forfeiture affecting said premises or contest any tax lien or other prior lien or title or claim thereof, or redeem mere y tax also or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and an expense paid or incurred in connection therewith, including renonable attorneys fees, and any other moneys advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with ut notice and with interest thereon at the reate of seven per cent per annum. Insert or holders of the note shall never be coun dere as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

De cont dere as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The trut so or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to ny bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate of not hereby secured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate of not her validity of any tax, assessment, sale, forfeiture, tax lie or title or claim thereof.

6. Mortgager as and appears the most independent of the principal and interest, when due according to the terms hereof. At the election of the valeer of the principal note, and without notice to Mortgagors, all used indebtedness secured by this Trust Deed shall, notwithstanding anyting it one principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, c in see default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

of principal or interest, & In a se default shall occur and continue for three days in the performance or any other agreement or the analysis of the note described on page one or by acceleration or otherwise, holders of the note or Triste, shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of illinois for the enforcement of mor age, fest, in any suit to foreclose the lien hereof, the shall be allowed and included as additional indebtedness in the decree for sale allowed and related as a continuous feet, and the same and expenses which may be paid or incurred by or on behalf of Trustee or holders of the index for alterneys feet, pursues, feet, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expense, after entry of the decree) of procuring all such abstracts of little, title searches and examinations, guarantee policies, Torrens certificates, and is flur data and assurances with respect to the art Trustee or holders of the note may deem to be reasonably necessary either to prosecute so chain and assurances with respect to the art Trustee or holders of the note may deem to be reasonably necessary either to prosecute so chain and interest the reasonably necessary either to prosecute so is until a respectation of the trustee of the reasonable mentions of the value of the premers. In addition, all expenditures, and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured nece; and immediately due and payable, with interest thereon at the rate of seven percent per annum, when paid or incurred by Trustee or holdes of 1 is note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which elser of 1 ms shall be a party, either of a plaintiff, claimant or defendant, by reason of this Trust to probate and bankruptey proceedings which where or not actually commenced

8. The proceeds of any foreclosure sale of the premiers x all be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings; inclusing a such items us are mentioned in the preceding paragraph hereof; see ond-all other, items which under the terms hereof constitute secured incides ness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest r maining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

interest thereon as nergin provided; third, an principal and interest r maining unpaid; tourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a combinant to foreclose t is Tr. at Decid, the Court in which such compilant is filed may appoint a receiver of said promises. Such appointment may be made either before or it's sal, without notice, without regard to the solvency or incolvency of Mortgagors at the time of application for such receiver and without regard to the stear of the time of application for such receiver and without regard to the time shall be them occupied as a homestead or not and the Trustee hereunder may be appointed a such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure sult and, a case of a sale said a deliciency, during the full statutory period for redemption, whether there he redemption of not, as well as during any father imagings, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers, when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers, also may be necessary or are usual in such cases for the protection, powersion, control, management and operation of the premises during the set of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in past of 10. The Indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be a feeded and and decree, provided such application is made prior to foreclosure said: (2) the deficiency in case of a said and decree to receive the profits and the profits and provided such application is made prior to foreclosure said: (2) the deficiency in case of a said and decree to the profits

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

mitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor. 11. This Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereal, nor he light has the execution case of his own gross neglegence or misconduct or that of the agents or employees of Trustee, and satisfactory to him before expressing any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all individuals assecured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to an investment of any presentation of satisfactory evidence and exhibit to Trustee the principal note, representing, at all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a survey as trustee may accept as the penuine note herein described any note which bears a certificate of identification purp ring it she executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and with interpretation to executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee. It is not herein described any note which bears are step that the persons herein designated as the makers thereof; and where the release is requested of the original trustee. It is not bearing described any note which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall or o

been recorded or filed. In case of the death, resignation, inability or refusal to not of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to not, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust, here under shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be hinding upon Mortgagors and all persons claiming under or through rigagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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The Installment Note mentioned in the within Trust Deed has been Identified herewith under Identification No.